

ENTERED

April 28, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	Chapter 11
)	
INVACARE CORPORATION, ET AL.,)	Case No. 23-90068 (CML)
)	
Debtor.)	(Jointly Administered)
)	Re: Docket No. 469

**AGREED ORDER REGARDING RAFAELA LEAL MUNOZ, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE / ADMINISTRATOR OF THE ESTATE OF LUIS
FLORES LEAL, JOE LEAL, AND ELVIRA LEAL'S MOTION FOR RELIEF FROM
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d) AND WAIVER OF THE
30 DAY HEARING REQUIREMENT OF §362(e)**

Upon the motion ("Lift Stay Motion")¹ of Rafaela Leal Munoz, individually and as personal representative and/or administrator of the estate of Luis Flores Leal, Joe Leal, and Elvira Leal (collectively, the "Movants") for entry of an order for relief from the automatic stay pursuant to 11 U.S.C. § 362(d); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and appropriate notice having been provided under the circumstances of the Lift Stay Motion and that no other or further notice is required; and the Movants and the Debtors stipulate and agree, and the Court hereby orders (the "Agreed Order") that:

1. Notwithstanding anything to the contrary in the *First Amended Joint Chapter 11 Plan of Invacare Corporation and its Debtor Affiliates* [Docket No. 366] (as may be amended, the "Plan")², or the Confirmation Order, as entered, immediately upon the Effective Date of the Plan, the automatic stay and any injunction provided for in the Confirmation Order or in the Plan, as

¹ The Lift Stay Motion was filed as: *Rafaela Leal Munoz, Individually and as Personal Representative and/or Administrator of the Estate of Luis Flores Leal, Joe Leal, and Elvira Leal's Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) and Waiver of 30 Day Hearing Requirement of § 362(e)* [Docket No. 469].

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

applicable, shall be lifted or modified to allow (but not require) the prosecution, defense, settlement, and administration of the matter captioned Rafaela Leal Munoz, individually and as personal representative and/or administrator of the estate of Luis Flores Leal, Joe Leal, and Elvira Leal, Plaintiffs, v. Invacare Corporation, et al., Defendants (the “Leal Matter”) and the pursuit and liquidation of claims asserted, related to, arising under, or that may otherwise arise under the Leal Matter or the Leal proofs of claims (Claim Nos. 10003, 10004, 10005, and 10006) (together, the “Leal Claims”).

2. The Leal Claims, including any amounts contained within a self-insured retention, deductible, or similar requirement set forth in any applicable insurance policy of the Debtors, shall be satisfied, if Allowed, pursuant to the Plan as a General Unsecured Claim except to the extent covered by any such insurance policy or policies. Nothing in this paragraph should be construed as (i) creating or enlarging any direct right of action at applicable law, (ii) modifying the terms, conditions, or coverage provided by or under the insurance policies of any of the Debtors or Reorganized Debtors, (iii) an admission that any insurance proceeds are or will be available in respect of the Leal Claims; (iv) precluding or limiting the rights of any insurer to contest or litigate the existence, primacy, or scope of available coverage, or to assert any defenses to coverage, if any insurance coverage exists, or (v) an admission of liability by the Debtors, Reorganized Debtors, or any insurer regarding any claims or causes of arising from or in relation to the Leal Matter, or any other parties.

3. If a judgment is signed or a settlement is reached, the Leal Claims filed by the Movants in these cases, if any, shall be subsequently adjusted by the amount of the judgment or settlement on a dollar-for-dollar basis. If a settlement is reached that includes a complete release

of the Movants' proofs of claim, if any, against Debtors, the Leal Claims shall be withdrawn in their entirety.

4. Nothing in this Agreed Order or the relief sought herein shall constitute or be deemed: (a) an allowance of administrative expense claim under section 503(b) of the Bankruptcy Code; (b) an assumption or rejection of an executory contract or unexpired lease under section 365 of the Bankruptcy Code; (c) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (d) a waiver of the Debtors' or any other party-in-interest's right to dispute any claim on any grounds whatsoever; (e) a promise or requirement to pay any claim; (f) an implication or admission that any particular claim is of a type specified or defined in the Agreed Order or a finding that any particular claim is an administrative expense claim or other priority claim; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' bankruptcy estates; or (h) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law.

5. The Court shall retain sole and exclusive jurisdiction with respect to the automatic stay and its application to any actions other than those expressly provided for in this Agreed Order and any disputes arising in respect of termination of the lifting of the stay by failure to meet a necessary condition of the agreement reached between the Movants and the Debtors and approved herein.

Signed: April 28, 2023



Christopher Lopez
United States Bankruptcy Judge

AGREED IN FORM AND SUBSTANCE:

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Dated: April 27, 2023

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